

NHT Terms and Conditions of Sale

By placing orders on www.gtatap.es.com (the "Site") electronically or via other means for the GTA-branded products (the "Products"), You ("Buyer") agree to the following Terms and Conditions of Sale. "Seller" means New Horizon Technologies, Inc. ("NHT") which issues the "Acknowledgement of Order" for the order placed by Buyer.

Orders

All orders must be placed by a purchase order. NHT's acceptance of any order does not constitute acceptance of any of the terms and conditions of those orders, except as to identification and quantity of Products involved.

All orders are subject to NHT's terms and conditions of sale. NHT's official Terms and Conditions are available on the following website: www.gtatap.es.com, and are subject to change at any time. It is the responsibility of the Buyer to monitor the website for changes in NHT's terms and conditions.

Acceptance

Orders shall be deemed accepted only upon the issuance of Seller's Acknowledgement of Order containing a ship date. Orders without a planned ship date assigned by NHT are considered unconfirmed.

Superseding Effect

This agreement (the "Agreement") supersedes all prior oral and written agreements between the parties for sale and purchase of the "Products". Any other or different terms or conditions in any purchase orders or other documents issued or accepted by the parties will be deemed null and void with regard to purchases of the Products unless specifically agreed by the parties in writing.

Lead Times

NHT's lead times are defined as the number of days that elapse between the day that NHT receives and approves the Buyer's Purchase Order, and the day the product ships from the production facility. NHT lead times do not include delivery / shipment to Buyer.

- a) Standard Box Sealing Tape: 7 day production lead time
- b) Standard Masking Tape: 14 day production lead time
- c) Private Label Box Sealing Tape
 - 4-6 weeks production lead time for initial Order, upon receipt & approval of Customer's artwork
 - 1 week for subsequent (repeat) orders
- d) Private Label Masking Tape
 - 4-6 weeks production lead time for initial Order, upon receipt & approval of Customer's artwork
 - 2-3 weeks for subsequent (repeat) orders

Minimum Order Requirements

- a) Box Sealing Tape

Per individual stock item, each Order must have a minimum order quantity equal to one truckload. Buyer may request partial shipments from an Order during the 90 day period following Seller's receipt of the Order. The minimum quantity for a partial shipment is three (3) pallets for an individual stock item. After the 90 day period any unshipped items on the Order will be shipped and invoiced by Seller.
- b) Masking Tape

Per individual stock item, each Order must have a minimum order quantity equal to three (3) pallets.. Buyer may request partial shipments from an Order during the 90 day period following

Seller's receipt of the Order. The minimum quantity for a partial shipment is one (1) pallet for an individual stock item. After the 90 day period any unshipped items on the Order will be shipped and invoiced by Seller.

Pricing

Prices listed on NHT's price pages do not include any taxes. The amount of any tax applicable to Buyer's purchase of Products will be added to the NHT invoice and paid by Buyer unless Buyer provides NHT with appropriate tax exemption certificates.

NHT will review prices every 90 days. Prices are subject to change, however prices quoted in a written NHT proposal will be valid for the term specified in that proposal.

Payment Terms

NHT's standard terms are thirty (30) days net from date of invoice. The payment due date is the date on which Seller expects to receive payment. The invoice date will be the date of shipment from our facility. Payment deductions are not allowed for any reason.

NHT may hold further orders and/or charge late payment fees and interest on past due amounts. Interest shall accrue at the lesser of 18% per annum (1½% per month) or the maximum amount allowed by law on any NHT invoice from the date such invoice becomes due according to its terms.

Transportation and Shipping Terms

Assorting / Combining shipments

NHT's standard pricing is based on full truckload quantities of individual products. Products may not be assorted to qualify for price discounts. However, products may be combined in a single shipment so long as individual stock items meet the partial shipment criteria stated in the Minimum Order Requirements section above and also if the products being combined are manufactured at the same source. Upon request, and for additional fees, NHT may be able to accommodate custom shipping / delivery requests. If Buyer requires custom delivery / shipment, please contact the NHT Customer Service Center for additional information.

Shipping Terms

Pricing is F.O.B. point of shipment with transportation charges prepaid and allowed via lowest cost routing in the 48 contiguous United States. If premium routing is requested, regardless of purchase order size, NHT will charge the Buyer the full cost of the requested premium routing per shipment

Over/Under Shipping Policy: For make-to-order/custom size items, it is our policy to consider an order complete if it is within +/-10% of the original quantity ordered.

Export of Products by Buyer

Buyer will not sell NHT products outside the 48 contiguous United States unless Buyer receives prior written approval from NHT. This policy applies to Buyer's sale or distribution of NHT products to accounts outside the 48 contiguous United States or to accounts in the United States whose ultimate use or destination of the NHT products is known by Buyer to be outside the 48 contiguous United States.

In some limited circumstances NHT may be willing to accommodate a Buyer's request to sell or distribute NHT products outside the 48 contiguous United States or to accounts in the United States whose ultimate destination is known by Buyer to be outside the 48 contiguous United States. Any such request from a Buyer must be in writing. Any such consent by NHT, which shall be at NHT's sole discretion, **shall require that Buyer prepare certain periodic reports and agree to comply with certain laws, including, but not limited to the U.S. Enhanced Proliferation Controls Initiative, the U.S. Foreign Corrupt Practices Act, the International Traffic in Arms Regulation, and all U.S. Export Control laws**, and must be in writing signed by authorized representatives of NHT and Buyer and will be accommodated under a new **agreement** subject to certain additional written conditions related to export.

Delivery / Risk of Loss:

Delivery shall be complete and risk of loss shall pass to Buyer when the products are placed in the possession of Buyer or the Buyer's agent.

Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery of shipment of goods, or for any damages suffered by the Buyer by reason of such delay when such delay is, directly or indirectly caused by, or in any manner arises from, fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control.

All orders or contracts are accepted with the understanding that they are subject to the Seller's ability to obtain the necessary raw materials, and all orders or contracts as well as shipment applicable thereto are subject to governmental priorities and other governmental regulations, orders, directives and restrictions that may be in effect from time to time.

Return of Merchandise:

NHT does not accept returns and does not provide credit for any customer complaints. Replacement material will be considered based on the reason and conditions below:

NHT Errors / Quality Issues / Shipping Issues		
Issue	NHT Resolution	Customer Responsibility
A. NHT Error	100% replacement. Freight Paid by NHT	Customer notifies NHT CSR within 14 days of error
B. Product Quality Failure	100% replacement of affected material will be issued upon receipt of product and verification of quality failure. Freight paid by NHT.	Customer provides NHT with a) Sample of defective material b) One unopened case from each pallet of shipment so that NHT can determine extent of issue.
C. Damaged Material	100% replacement of damaged material.	1) Customer notifies NHT CSR verbally or in writing within 14 days of NHT ship date. 2) Customer provides NHT with a) Sample of damaged material b) One unopened case from each pallet of shipment so that NHT can determine extent of damage.
D. Shipping Shortages	100% replacement of missing material, Note the Over/Under Shipping Policy.	Customer provides proof of delivery to the CSR within 30 days after NHT ship date.

Miscellaneous

- a) GTA offers no technical service.
- b) All inquiries should be directed to GTA's customer service hotline 1-800-258-3637

Warranties and Limited Remedies

NHT warrants that each NHT product meets the applicable NHT specifications at the time NHT ships the product. Individual products may have additional or different warranties, as stated on NHT product packaging, package inserts, price pages or literature. Unless stated otherwise, if any product does not meet the applicable NHT specification at the time of shipment, NHT's entire liability and purchaser's exclusive remedy will be Replacement of NHT product

THE WARRANTY STATED ABOVE IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE. Notice of defect must be received by NHT within 30 days after discovery of the defect by user. NHT has no obligations under this warranty with respect to products that have been modified through misuse, abuse, accident, neglect or mishandling by user or others.

Limitation of Liability:

Except where prohibited by law, NHT will not be liable for any loss or damage arising from any NHT product, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict liability.

User is solely responsible for determining whether an NHT Product is fit for a particular purpose and suitable for user's method of application.

Applicable Law

This Agreement shall be governed by and construed in accordance with the Laws in the jurisdiction of the invoicing company and jurisdiction is assigned to the relevant court at the place of business of the invoicing company

Entire Agreement

This document and the sales specifications represent the entire agreement between Seller and Buyer with respect to the sale of the Product. Seller's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected.

Non-Assignment

The Buyer shall not assign or transfer its rights and duties under this Agreement without Seller's prior written consent